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MAR 02 1999

REC'D U.S. DISTRICT CLERK
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT, LOUISIANA

UNITED STATES OF AMERICA

VS.

SIMON SMITH

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
MONROE DIVISION

U.S. DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
FILED

MAR 02 1999

ROBERT H. SHEMWELL, CLERK
BY *MH* DEPUTY

CV99-0383 M
CIVIL ACTION NO.

* JUDGE

JUDGE JAMES

* MAGISTRATE JUDGE

MAGISTRATE JUDGE SHEMWELL

COMPLAINT

The complaint of the United States of America, appearing herein through counsel, respectfully, represents that:

1.

This Court has jurisdiction under the provisions of 28 U.S. C. §1345 in that this is an action of a civil nature on behalf of the United States of America.

2.

The defendant is a resident of Monroe, Louisiana, within the jurisdiction of this court.

3.

The defendant is indebted unto the United States of America in the amount of \$9,795.94, as more fully shown on the Certificates of Indebtedness attached hereto.

4.

The above amount is due and unpaid despite amicable demand.

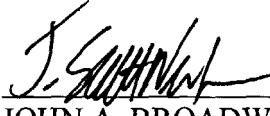
①

WHEREFORE, Plaintiff, United States of America, prays for judgment against the defendant in the amount of \$9,795.94, any penalty and/or administrative charges, plus accrued interest from February 1, 1999, to date of judgment at the rate of 8%, plus interest thereafter at the legal rate until paid in full, compounded annually pursuant to the provisions of 28 U.S.C. §1961(b), as amended, together with all costs of this proceeding, including the filing fees allowed pursuant to 28 U.S.C. §2412 (a) (2).

UNITED STATES OF AMERICA

MICHAEL D. SKINNER
UNITED STATES ATTORNEY

BY:


JOHN A. BROADWELL, 1733
CHIEF, CIVIL DIVISION
Assistant U.S. Attorney
300 Fannin Street, Suite 3201
Shreveport, Louisiana 71101
(318) 676-3610

S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Simon Smith
2003 S 6th St
Monroe, LA 71202
SSN: 434-70-0002

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 02/01/99.

On or about 11/22/85, the borrower executed promissory note(s) to secure loan(s) of \$2,500.00, from Indiana National Bank c/o USA Funds, Indianapolis, IN at 8 percent interest per annum. This loan obligation was guaranteed by United Student Aid Funds, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 10/31/89, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,617.88 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 02/16/96, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$355.05 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal	<u>\$2,824.44</u>
Interest:	<u>\$1,531.46</u>
Administrative/Collection Costs:	<u>\$0.00</u>
Late Fees:	<u>\$0.00</u>
Total debt as of <u>02/01/99</u> :	<u>\$4,355.90</u>

Interest accrues on the principal shown here at the rate of \$0.62 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 2/4/99

Name: Jessica L.
Title: LOAN ANALYST
Branch: LITIGATION BRANCH

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Simon Smith
2003 S 6th St
Monroe, LA 71202
SSN: 434-70-0002

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 02/01/99.

On or about 08/05/86 and 07/14/87, the borrower executed promissory note(s) to secure loan(s) of \$2,500.00 and \$2,500.00, from First United Bank c/o USA Funds, Indianapolis, IN at 8 percent interest per annum. This loan obligation was guaranteed by United Student Aid Funds, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 11/30/89, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,301.00 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 02/16/96, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$444.95 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal	<u>\$3,543.37</u>
Interest:	<u>\$1,896.67</u>
Administrative/Collection Costs:	<u>\$0.00</u>
Late Fees:	<u>\$0.00</u>
Total debt as of <u>02/01/99</u> :	<u>\$5,440.04</u>

Interest accrues on the principal shown here at the rate of \$0.78 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 7/4/99

Name: John L.
Title: LOAN ANALYST
Branch: LITIGATION BRANCH